

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number		Page 1 Of 50	
2. Contract No.		3. Award/Effective Date		4. Order Number		5. Solicitation Number W56HZV-04-R-S123	
6. Solicitation Issue Date 2004JUL06		7. For Solicitation Information Call:		A. Name CARIN GRAAT		B. Telephone Number (No Collect Calls) (586) 574-6641	
8. Offer Due Date/Local Time 2004JUL27 01:00pm		9. Issued By TACOM WARREN AMSTA-AQ-ADB WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail: GRAATC@TACOM.ARMY.MIL		Code W56HZV		10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Hubzone Small Business <input type="checkbox"/> 8(A) NAICS: 336212 Size Standard:	
11. Delivery For FOB Destination Unless Block Is Marked <input type="checkbox"/> See Schedule		12. Discount Terms		13a. This Contract Is A Rated Order Under DPAS (18 CFR 700) <input checked="" type="checkbox"/>		13b. Rating DOA4	
14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		15. Deliver To SEE SCHEDULE		Code		16. Administered By	
Code		17. Contractor/Offeror		Code		18a. Payment Will Be Made By	
Facility		Code		18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum		Code	
19. Item No.		20. Schedule Of Supplies/Services SEE SCHEDULE (Use Reverse and/or Attach Additional Sheets As Necessary)		21. Quantity		22. Unit	
23. Unit Price		24. Amount		25. Accounting And Appropriation Data		26. Total Award Amount (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached. Addenda		<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.		<input type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4, FAR 52.212-5 Is Attached. Addenda		<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<input checked="" type="checkbox"/> 28. Contractor Is Required To Sign This Document And Return 1 Copies to Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.		<input type="checkbox"/> 29. Award Of Contract: Ref. _____ Offer Dated _____. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items:		30a. Signature Of Offeror/Contractor		31a. United States Of America (Signature Of Contracting Officer)	
30b. Name And Title Of Signer (Type Or Print)		30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print)		31c. Date Signed	

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

☐ Received ☐ Inspected ☐ Accepted, And Conforms To The Contract, Except As Noted: _____

32b. Signature Of Authorized Government Representative		32c. Date	32d. Printed Name and Title of Authorized Government Representative		
32e. Mailing Address of Authorized Government Representative			32f. Telephone Number of Authorized Government Representative		
			32g. E-Mail of Authorized Government Representative		
33. Ship Number		34. Voucher Number	35. Amount Verified Correct For	36. Payment	37. Check Number
<input type="checkbox"/> Partial	<input type="checkbox"/> Final			<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	
38. S/R Account Number	39. S/R Voucher Number	40. Paid By			
41a. I Certify This Account Is Correct And Proper For Payment			42a. Received By (Print)		
41b. Signature And Title Of Certifying Officer			41c. Date	42b. Received At (Location)	
				42c. Date Rec'd (YY/MM/DD)	42d. Total Containers

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W56HZV-04-R-S123 MOD/AMD</p>	<p align="right">Page 2 of 50</p>
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Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

	Regulatory Cite	Title	Date
1	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	JUL/2003

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

2	52.215-4854 (TACOM)	PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS SOLICITATION/REQUEST	JUL/2002
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TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

[End of Clause]

3	52.242-4021 (TACOM)	NOTICE REGARDING PLACEMENT OF DELIVERY ORDERS AND CONTRACTUAL ADMINISTRATION	JUL/1999
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During the term of this contract, authority may be granted to agencies other than TACOM including Defense Supply Center, Defense Logistics Agency ("DSC/DLA"), Richmond, VA for placement of delivery orders under this contract. Administration of this contract may also be transferred to such agencies, including DSC/DLA.

[End of Clause]

SECTION A

A.1 EXECUTIVE SUMMARY - COMMERCIAL ITEMS (INDEFINITE-QUANTITY CONTRACT)
FOR IRAQI MINISTRIES CIVILIAN VEHICLE SUPPORT (IMCVS)

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(a) INTRODUCTION:

The U.S. Army Tank-automotive and Armaments Command (TACOM) is issuing this solicitation under the authority of Federal Acquisition Regulation (FAR) Part 12.6, which creates a simplified contract format we can use to buy commercial items, using techniques that are similar to those used in private-sector contracting.

- Section A, "SUPPLEMENTAL INFORMATION"
- Section B, "SUPPLIES OR SERVICES AND PRICES/COSTS"
- Section C, "DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENTS"
- Section H, "SPECIAL CONTRACT REQUIREMENTS"
- Section I, "CONTRACT CLAUSES"
- Section J, "LIST OF ATTACHMENTS"
- Section K, "REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS"
- Section L, "INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS"
- Section M, "EVALUATION FACTORS FOR AWARD"

(b) TACOM is soliciting offers to supply the following items:

Minimum Guaranteed Quantity:	2 each
Estimated/Maximum 2-year quantity:	18 each
Item Name:	Truck, Mobile Equipment, Split-Emptying Vacuum Tanker, 6x4

Under this Indefinite-Quantity Contract the Government is only guaranteeing that the minimum guaranteed quantity will be ordered. However, it is estimated that over the 2-year ordering period, a total of 18 vehicles may be ordered. Offeror's evaluated price will be based on the estimated quantity of 18 vehicles and supplemental manuals.

In accordance with 10 U.S.C. 2534 as implemented by DFAR 225.7004, buses provided under this contract must be manufactured in the United States or Canada.

Warranty - Standard commercial warranty must be provided by offeror, supported in full. A copy of the warranty will be submitted and market research will be performed by the Government to verify its authenticity.

Manuals - Offerors must provide an English and Arabic (dialect appropriate to Iraq) manual which is inclusive of the proposed unit price. Vehicles can be and will be expected to be shipped with the available vehicles standard manual, in whatever language, but the awardee will be paid only 80% of the total cost per vehicle upon acceptance if the two required language manuals are not included with the original shipment. When English and Arabic translated manuals are provided, (one or both, whatever completes the requirement of both manual types), and the additional 20% of the unit price, per vehicle, will be paid upon acceptance of the manuals.

Spare Parts - In order to satisfy basic upkeep of the vehicles included in the warranty, the offeror must identify a known dealer within the non-terrorist countries of the Southwest Asian region.

(c) UNIQUE ASPECTS OF THIS SOLICITATION:

(1) Indefinite-Quantity Contract

This solicitation is for a 2-year Indefinite-Quantity contract, rather than a single-year contract. Under an indefinite-quantity contract arrangement, TACOM guarantees to buy a specified minimum quantity of contract items during the contract life, and can order additional quantities above that minimum, if we require them. Eligibility of award is under Full and Open competition.

(2) Responsibility

In order to determine that offerors are deemed responsible and competent to perform on these contract(s), offerors will have to ensure the Government that they are in compliance with the standards listed in FAR 9.104. The Government may obtain certain information by exercising rights under FAR 9.105. Also, potential contractors must be registered in the Central Contractor Registry (CCR) PRIOR to award: www.ccr.gov <<http://www.ccr.gov>>.

(3) Schedule of Events

Per FAR 12.603, responses will be due 21 days after solicitations are issued.

(4) Standards of Conduct - Improper Business Practices

Corruption or any other improper business practices related to this solicitation and any resulting contract(s) will not

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be tolerated. Transactions relating to the expenditure of public funds require the highest degree of public trust and an impeccable standard of conduct by contractors, subcontractors, and any other agent acting in connection with this contract. Examples of such unacceptable behavior include providing or offering of bribes to any person associated with the contract or any subcontracts; soliciting or accepting kickbacks or bribes; and knowingly making any false or misleading accounting reports or financial statements. Contractors, subcontractors, and any other agents acting under the contract awarded herein are expected to employ due diligence and have internal controls in place towards practicing good governance in execution of this contract. Any one of these entities found to have engaged in illegal activity, improper behavior, or corrupt practices will be subject to corrective actions in accordance with the respective FAR or DFARS clause incorporated into this solicitation and any resultant contract.

(5) De-Baathification

The Contractor will be responsible for implementing the following guidance: Coalition Provisional Authority Order Number 1, dated 16 May 2003, subject: De-Baathification of Iraqi Society. The Implementation Plan can be found at Coalition Provisional Authority Memorandum Number 1, dated 3 June 2003, <http://cpa-iraq.org>.

(6) Clause Comment

Many clauses that will be contained in the solicitation will be applicable to U.S. and international companies. However, some will apply only to U.S. firms and some will only apply to international firms.

(7) Logistic Effort

Full payment on accepted hardware will not be made until delivery of the English and Arabic manuals is completed. Reference Statement of Work, Section C.

(8) Manual

Each item must be shipped with a hard copy publication printed and overpacked by the contractor. Reference Statement of Work, Section C.

(9) Objective Delivery Schedule

The term "Objective Delivery Schedule" appears in various sections of this solicitation, including the CLIN Schedule, section M, and the Delivery Questionnaire. For clarification, this term represents a schedule that best meets the needs of the Iraqi reconstruction effort and will be used for evaluation purposes only. It is not a contract requirement. If you are awarded a contract, the delivery dates you propose will become the contract requirement. As more fully described in section M.2, the Government will evaluate the extent to which your proposed contract hardware deliveries for the stated guaranteed minimum quantity satisfy the objective delivery date.

(d) NOTICE REGARDING FILL-INS:

Please note that this solicitation contains clauses and provisions that require you to complete a fill-in or representation. If you don't complete these fill-ins, your offer may not be eligible for award. Please be careful to read and complete each provision that requires a fill-in.

(e) OTHER KEY FEATURES OR REQUIREMENTS OF THIS SOLICITATION:

(1) Required Copies in Response to This Solicitation

To be considered for award, you must return one signed original of your offer, completed properly, by the time (Eastern Standard Time) and date shown in Block 7a of the Standard Form 1449 (SF 1449) cover page. Reference Section L for further information.

(2) Set-Aside Information

This acquisition is not set-aside for small business.

(3) Question/Problem Resolution

Routine questions regarding this solicitation should be directed to the buyer identified in Block 7a of the SF 1449. If you have more serious concerns, please seek resolution with the contracting officer. Additional help can be found in the provision entitled: NOTICE OF TACOM OMBUDSPERSON.

(4) Availability of Funds

Funds are subject to availability for this procurement. We reserve the right to not make any or all awards.

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(5) Proposal Preparation Costs

We will not reimburse any offeror for the cost of preparing and submitting proposals.

(f) Inconsistencies Between the Executive Summary and the Solicitation:

This executive summary has been prepared as an aid to you, the potential offeror. We have tried to accurately reflect the requirements and information contained in the balance of the solicitation. However, if you find any inconsistency between this executive summary and the solicitation, please contact the buyer identified in Block 7a of the SF 1449.

(g) Federal Acquisition Regulation Website:

<<http://farsite.hill.af.mil/vffara.htm>>

(h) Doing Business In Iraq Website:

<<http://www.export.gov/iraq/>>

*** END OF NARRATIVE A 001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>IN THE FOUR DIGIT CONTRACT LINE ITEM NUMBERS (CLINs) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY THE ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE ORDERING YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p><u>FIRST ORDERING YEAR</u> OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p><u>SECOND ORDERING YEAR</u> OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR.</p> <p>The information presented below applies to Item No. 1231 Through 1232:</p> <p>Minimum 2 Year Quantity: 2 EACH (This will be ordered at the time of the basic contract award).</p> <p>Maximum 2 Year Quantity: 18 EACH</p> <p>ONLY THE MINIMUM 2 YEAR QUANTITY IS GUARANTEED.</p> <p><u>NOTE:</u> EACH ORDERING YEAR ESTIMATE IS A GOOD FAITH ESTIMATE.</p> <p>THIS BUY IS CROSS REFERENCED TO ITEM 123/101 (For Internal Purposes Only).</p> <p>*****</p> <p>CAUTION: OFFERORS MUST SUBMIT OFFERS ELECTRONICALLY IN ACCORDANCE WITH THE CLAUSE ENTITLED "ELECTRONIC OFFERS REQUIRED-COMMERCIAL ITEMS" FAR 52.212-4851</p> <p>*****</p> <p>(End of narrative A001)</p>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1231	<p><u>FIRST ORDERING PERIOD</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NOUN: TURCK, MOBILE EQUIPMENT, SPLIT-EMPTYING VACUUM TANKER, 6x4, IN ACCORDANCE WITH THE CONTRACT SPECIFICATIONS AT C.1, ATTACHED AS ATTACHMENT 1, AND THE INCORPORATED TECHNICAL INFORMATION QUESTIONNAIRE, ATTACHMENT 2.</p> <p>EACH TURCK, MOBILE EQUIPMENT, SPLIT-EMPTYING VACUUM TANKER, 6x4, SHALL BE OVERPACKED WITH THE CONTRACTOR'S AVAILABLE OPERATOR MANUAL (ANY LANGUAGE).</p> <p>CONTRACTOR MUST PROVIDE AN ENGLISH AND ARABIC (DIALECT APPROPRIATE TO IRAQ) MANUAL (IN ACCORDANCE WITH C.2) WHICH IS INCLUSIVE OF THE PROPOSED UNIT PRICE.</p> <p>VEHICLES CAN BE AND WILL BE EXPECTED TO BE SHIPPED WITH THE AVAILABLE VEHICLE'S STANDARD MANUAL, IN WHATEVER LANGUAGE, BUT THE CONTRACTOR WILL BE PAID ONLY 80% OF THE TOTAL COST PER VEHICLE UPON ACCEPTANCE IF THE TWO REQUIRED LANGUAGE MANUALS ARE NOT INCLUDED WITH THE ORIGINAL SHIPMENT.</p> <p>WHEN ENGLISH AND ARABIC TRANSLATED MANUALS ARE PROVIDED, (ONE OR BOTH, WHATEVER COMPLETES THE REQUIREMENT OF BOTH MANUAL TYPES), THE ADDITIONAL 20% OF THE UNIT COST, PER VEHICLE, WILL BE PAID UPON ACCEPTANCE OF THE MANUALS.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>STANDARD COMMERCIAL PRACTICE FOR SAFE DELIVERY TO BASRAH.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>DELIVERY INFORMATION WILL BE PROVIDED FOR SHIPMENTS TO BASRAH.</p>	EST 9	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	GOVERNMENT OBJECTIVE DELIVERY SCHEDULE: 2 EACH - 30 SEP 04 CONTRACTOR PROPOSED DELIVERY SCHEDULE: 2 EACH - _____ (End of narrative F001)				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1232	<p><u>SECOND ORDERING PERIOD</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NOUN: TURCK, MOBILE EQUIPMENT, SPLIT-EMPTYING VACUUM TANKER, 6x4, IN ACCORDANCE WITH THE CONTRACT SPECIFICATIONS AT C.1, ATTACHED AS ATTACHMENT 1, AND THE INCORPORATED TECHNICAL INFORMATION QUESTIONNAIRE, ATTACHMENT 2.</p> <p>EACH TURCK, MOBILE EQUIPMENT, SPLIT-EMPTYING VACUUM TANKER, 6x4, SHALL BE OVERPACKED WITH THE CONTRACTOR'S AVAILABLE OPERATOR MANUAL (ANY LANGUAGE).</p> <p>CONTRACTOR MUST PROVIDE AN ENGLISH AND ARABIC (DIALECT APPROPRIATE TO IRAQ) MANUAL (IN ACCORDANCE WITH C.2) WHICH IS INCLUSIVE OF THE PROPOSED UNIT PRICE.</p> <p>VEHICLES CAN BE AND WILL BE EXPECTED TO BE SHIPPED WITH THE AVAILABLE VEHICLE'S STANDARD MANUAL, IN WHATEVER LANGUAGE, BUT THE CONTRACTOR WILL BE PAID ONLY 80% OF THE TOTAL COST PER VEHICLE UPON ACCEPTANCE IF THE TWO REQUIRED LANGUAGE MANUALS ARE NOT INCLUDED WITH THE ORIGINAL SHIPMENT.</p> <p>WHEN ENGLISH AND ARABIC TRANSLATED MANUALS ARE PROVIDED, (ONE OR BOTH, WHATEVER COMPLETES THE REQUIREMENT OF BOTH MANUAL TYPES), THE ADDITIONAL 20% OF THE UNIT COST, PER VEHICLE, WILL BE PAID UPON ACCEPTANCE OF THE MANUALS.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>STANDARD COMMERCIAL PRACTICE FOR SAFE DELIVERY TO BASRAH.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>DELIVERY INFORMATION WILL BE PROVIDED FOR SHIPMENTS TO BASRAH.</p>	EST 9	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative F001)				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	SECURITY CLASS: Unclassified				
2001AA	<p data-bbox="264 443 646 462"><u>SUPPLEMENTAL MANUALS IAW CLIN 1231</u></p> <p data-bbox="264 575 766 646">NOTE: THIS ITEM IS A FIRM REQUIREMENT. THE TOTAL QUANTITY WILL BE ORDERED ON THE FIRST DELIVERY ORDER.</p> <p data-bbox="264 680 787 726">NOUN: SERVICE/REPAIR/OPERATOR MANUALS FOR THE MINISTRY OF OIL IN ACCORDANCE WITH C.2.</p> <p data-bbox="444 812 699 831">(End of narrative B001)</p> <p data-bbox="264 919 500 938"><u>Packaging and Marking</u></p> <p data-bbox="264 999 547 1018"><u>Inspection and Acceptance</u></p> <p data-bbox="264 1024 836 1043">INSPECTION: Destination ACCEPTANCE: Destination</p> <p data-bbox="264 1079 513 1098">FOB POINT: Destination</p> <p data-bbox="264 1184 799 1255">THE DELIVERY DATE OF THESE SUPPLEMENTAL MANUALS IS CONCURRENT WITH DELIVERY OF THE ENGLISH AND ARABIC MANUALS TO BE DELIVERED UNDER CLIN 1231.</p> <p data-bbox="264 1316 651 1335">SHIPPING INSTRUCTIONS FOR MANUALS:</p> <p data-bbox="264 1369 384 1388">2 EACH TO:</p> <p data-bbox="264 1423 631 1549">Falah Al-Khawaja Commercial Manager Ministry of Oil Economic and Finance Directorate Baghdad, Iraq</p> <p data-bbox="264 1610 777 1629">SHIPMENT OF MANUALS BY FEDEX OR DHL PREFERRED</p> <p data-bbox="444 1663 699 1682">(End of narrative F001)</p>	2	EA	\$ _____	\$ _____

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-4457 (TACOM)	LONG TERM CONTRACTS - FOB DESTINATION	OCT/1999

For the purpose of offerors compiling FOB Destination offers, the final destination for the supplies will be one or more of the following destinations, in the following estimated percentages, if listed: 100% to Basrah.

[End of Clause]

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Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SECTION C

C.1 CONTRACT SPECIFICATIONS

The Contract Specifications for Contract Line Items (CLINs) 1231 and 1232 are listed at Attachment 1. Delivered items must comply with the TIQ that has been incorporated into the contract as a binding requirement. In accordance with 10 U.S.C. 3524 as implemented by DFAR 225.7004, buses provided under this contract must be manufactured in the United States or Canada.

C.2 MANUALS

The Contractor must provide English and Arabic (dialect appropriate to Iraq) service/operator/repair manuals per vehicle which is inclusive of the proposed unit price. Vehicles are required to be shipped with the available off the shelf standard manual, in current language, but the Contractor will be paid only 80% of the total cost per vehicle upon acceptance if the two required language manuals are not included with the original shipment. The Contractor will not withhold shipment of vehicles until English and/or Arabic manuals are complete. When English and Arabic translated manual are provided, (one or both, whatever completes the requirement of both manual types), the additional 20% of the unit price, per vehicle, will be paid upon acceptance of the manuals.

The English and/or Arabic manuals are to be in accordance with Data Item Description (DID) DI-TMSS-80527A(T), Attachment 4.

The supplemental service/operator/repair manuals shall be delivered when the English and Arabic manuals are delivered.

C.3 LOGISTICS SUPPORT

In order to satisfy basic upkeep of the vehicles, including warranty support, spare and repair part support, routine maintenance, and other services, the Contractor shall maintain a known dealer within the non-terrorist countries of the Southwest Asian region.

C.4 WARRANTY

The Contractor shall warrant their vehicle in accordance with their standard commercial warranty, if any. The Contractor shall provide with the first vehicle delivery a copy of their standard commercial warranty in English and Arabic. Additionally, the Contractor shall provide a copy of all pass through any warranties in English and Arabic that are normally provided by their vendors or other sources of supply for components of the vehicles delivered under this contract. The Contractor shall be responsible for administering all pass through warranties. Pass through warranties will start at the time specified by the Contractors suppliers. All remedies which the Government may seek as the result of such pass through warranties will be brought against the Contractor and the Contractor shall administer such remedies in accordance with the supplier warranty terms and conditions. The cost of any warranty is included in the price of the vehicle. Provide the point of contact (name, address, phone number, email, etc.) with warranty.

C.5 EXPORT LICENSE

The Contractor shall obtain all export and other required licenses in order to perform this contract and meet the delivery schedule.

C.6 MATERIAL

Only new material will be accepted.

C.7 SAFETY

The vehicle shall comply with the laws, standards, and/or policies of the country of their manufacture for export to Iraq.

*** END OF NARRATIVE C 001 ***

Name of Offeror or Contractor:

SPECIAL CONTRACT REQUIREMENTS

SECTION H

H.1 SOURCE FROM AN ELIGIBLE COUNTRY

SEE CLAUSE L.2.4

Eligible countries are:

Afghanistan	Iceland	Palau	Ukraine
Albania	Iraq	Panama	United Kingdom
Angola	Italy	Philippines	United States
Australia	Japan	Poland	Uzbekistan
Azerbaijan	Jordan	Portugal	
Bahrain	Kazakhstan	Qatar	
Bulgaria	Kuwait	Romania	
Colombia	Latvia	Rwanda	
Costa Rica	Lithuania	Saudi Arabia	
Cyprus	Macedonia	Singapore	
Czech Republic	Malta	Slovakia	
Denmark	Marshall Islands	Slovak Republic	
Dominican Republic	Micronesia	Slovenia	
Egypt	Moldova	Solomon Islands	
El Salvador	Mongolia	South Korea	
Eritrea	Morocco	Spain	
Estonia	Netherlands	Thailand	
Ethiopia	New Zealand	Tonga	
Georgia	Nicaragua	Turkey	
Honduras	Norway	UAE	
Hungary	Oman	Uganda	

*** END OF NARRATIVE H 001 ***

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CONTRACT CLAUSES

	Regulatory Cite	Title	Date
1	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
2	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
3	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
4	52.246-2	INSPECTION OF SUPPLIES--FIXED PRICE	AUG/1996
5	52.247-34	F.O.B. DESTINATION	NOV/1991
6	52.247-48	F.O.B. DESTINATION -- EVIDENCE OF SHIPMENT (DEVIATION)	FEB/1999
7	52.247-54	DIVERSION OF SHIPMENT UNDER F.O.B. DESTINATION CONTRACTS	MAR/1989
8	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
9	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
10	252.225-7013	DUTY-FREE ENTRY	JAN/2004
11	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
12	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
13	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	JAN/2004

(a) The Contractor shall comply with the following FAR clause, which is incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (b), which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

 (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

 X (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)

 (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

 (ii) Alternate I to 52.219-5.

 (iii) Alternate II to 52.219-5.

(5)(i)52.219-6, Notice of Total Small Business Aside (June 2003)(15 U.S.C.644)

(ii) Alternate I (Oct 1995) of 52.219-6.

(6)(i) 52.219-7, Notice of Partial Small Business Set Aside (June 2003)(15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

 X (7) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

 X (8) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4))

(ii) Alternate I of 52.219-9.

(iii) Alternate II of 52.219-9.

 (9) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

 X (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

 (ii) Alternate I of 52.219-23.

 X (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

 X (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

 X (13) 52.222-3, Convict Labor (E.O. 11755)

 X (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2004)(E.O.13126)

 X (15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)

 X (16) 52.222-26, Equal Opportunity (E.O. 11246)

 X (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

 X (18) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

 X (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

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- ___ (20) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii).
(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (21) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).
- ___ (22)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act--(Jan 2004)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-178).
- ___ (ii) Alternate I of (Jan 2004)52.225-3.
- ___ (iii) Alternate II of (Jan 2004)52.225-3.
- ___(23) 52.225-5, Trade Agreements (Jan 2004)(19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (24) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s, proclamations, and statutes administered by the Office of Foreign assets Control of the Dept. of the Treasury).
- _X_(25) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- ___(26) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- ___ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (28) 52.232-30, Installment Payments for Commercial Items(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- _X_(30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- ___(31) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- ___(32) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- ___(33) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241 & 10 U.S.C. 2631).
(ii) Alternate I of 52.247-64.
- (c) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:
- ___(1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
- ___(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).
- ___
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)
- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph, in a subcontract for commercial items or commercial components. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (E.O. 11246);
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (v) 52.222-41, Service Contract Act of 1965, As Amended, flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
- (vi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down

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required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

14 52.216-18 ORDERING OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through two years from date of contract award.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

15 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than -1-, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 9.

(2) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

16 52.216-22 INDEFINITE QUANTITY OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the ORDER LIMITATIONS clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed by the Contractor within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights

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and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after three and one-half (3 1/2) years.

[End of Clause]

17 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR JAN/2004
EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL
ITEMS

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

(X) 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law of Executive orders applicable to acquisitions of commercial items or components.

- ☒ 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
- ☒ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).
- ☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program)(15 U.S.C. 637 note).
- ☐ 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).
- ☒ 252.225-7012 Preference for Certain Domestic Commodities.
- ☒ 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2533a).
- ☒ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (10 U.S.C. 2533a).
- ☒ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings.
(☐ Alternate I)(10 U.S.C. 2534 and Sect. 8099 of Pub.L. 104-61 and similar sections in subsequent DoD app. acts).
- ☒ 252.225-7021 Trade Agreements (JAN 2004)(19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- ☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).
- ☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
- ☐ 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2004)(☐ Alternate I)(41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- ☐ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
- ☒ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns Section 8021 of Pub.L. 107-248).
- ☒ 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).
- ☒ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
- ☒ 252.232-7003 Electronic Submission of Payment Requests (10 U.S.C. 2227).
- ☒ 252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410).
- ☐ 252.247-7023 Transportation of Supplies by Sea (10U.S.C. 2631)
(☐ Alternate I)
(☐ Alternate II)
(☐ Alternate III)(10 U.S.C. 2631)
- ☐ 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

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(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause (FAR 52.212-5) of this contract, the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- X 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2533a).
- X 252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631)
- X 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

18 52.211-16 VARIATION IN QUANTITY APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

- ZERO percent increase; and
- ZERO percent decrease.

This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

19 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS OCT/2003

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

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(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system,

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have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.
- (t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, ``doing business as'' name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the ``Suspension of Payment'' paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ``Suspension of payment'' paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

[End of Clause]

20

52.222-19

CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES

SEP/2002

(a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in--

(1) Canada, and the anticipated value of the acquisition is \$25,000 or more;

(2) Israel, and the anticipated value of the acquisition is \$50,000 or more;

(3) Mexico, and the anticipated value of the acquisition is \$56,190 or more; or

(4) Aruba, Austria, Belgium, Denmark, Finland, France, Germany, Greece, Hong Kong, Ireland, Italy, Japan, Korea, Liechtenstein, Luxembourg, Netherlands, Norway, Portugal, Singapore, Spain, Sweden, Switzerland, or the United Kingdom and the anticipated value of the acquisition is \$169,000 or more.

(b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies.

(1) The Contracting Officer may terminate the contract.

(2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.

(3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

(End of clause)

21

52.223-11

OZONE-DEPLETING SUBSTANCES

MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

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Name of Offeror or Contractor:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

22 252.204-7004 ALTERNATE A NOV/2003

REQUIRED CENTRAL CONTRACTOR REGISTRATION

As prescribed in 204.1104, substitute the following paragraph (a) for paragraph (a) of the clause at FAR 52.204-7:

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records "Active."

[End of Clause]

23 252.225-7041 CORRESPONDENCE IN ENGLISH JUN/1997

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

(End of clause)

24 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT MAR/2003

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

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25 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

26 52.246-4026 LOCAL ADDRESS FOR DD FORM 250 JAN/2002
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:
DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-5527 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

27 52.247-4016 HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS JUL/2002
(TACOM)

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEABILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

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28	52.247-4458	GUARANTEED SHIPPING CHARACTERISTICS--F.O.B. DESTINATION	SEP/2000
	(TACOM)		

(a) The offeror is required to complete subparagraph (b)(1), (2), and (3), of this clause, for each part or component, including all of its packaging. This information will be used by the Government to perform logistics management functions such as providing item sustainment, planning (e.g. estimating storage costs), and redistribution. You are not liable if you give us wrong information, however since the DOD uses this data in-house in existing data bases and because this information may be used in contingency planning it, we request that the information provided be as accurate as possible.

(b) Definitions of terms commonly used in the packaging and distribution environments are defined in ASTM D996 and should be consulted if any term used herein is in question.

(1) Unit Package:

(i) Specify the type of UNIT PACKAGE for each single unit of issue: A container in direct contact with and enclosing the product along with any required protective materials(s)(e.g. item is wrapped in neutral paper, polyethylene foam cushion wrapped, sealed in a waterproof bag, and placed in a fiberboard box).

(ii) Unit Package Exterior Size/Weight of Unit Package with contents:

Length_____ x Width_____ x Depth _____(expressed in inches)/Weight expressed in _____ pounds

(2) Shipping Container:

(i) Exterior Size of SHIPPING CONTAINER AND CONTENTS THEREIN:

Length, _____ x Width, _____ x Height,_____ (expressed in feet and inches)

(ii) Number of unit packages per shipping container _____ each

(iii) Gross weight of Shipping container and contents _____ Lbs.

(3) Unitized Loads:

(i) Is the Load palletized, skidded, or some other platform device used as a base for handling and transporting as a single entity. Yes [] No []; describe: _____.

(ii) Number of Shipping containers per pallet/skid _____ each.

(iii) Weight of empty pallet, skid, platform, dolly, other device used as a base for handling and transporting materials _____ Lbs

(iv) Size of Unit Load(pallet/skid including shipping container(s)assembled for handling and transportation as a single entity:

Length, _____ x Width, _____ x Height,_____ (expressed in feet and inches)

(v) Gross Weight of Unit Load _____ Lbs;

[End of Clause]

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LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 001	ATTACHMENT 1-SPEC, ATTACHMENT 2-TIQ, ATTACHMENT 3-DQ, ATTACHMENT 4-DID, ATTACHMENT 5-PQ, ATTACHMENT 6-SBQ			ELECTRONIC IMAGE

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REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
2	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT/2003

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

[End of Provision]

3	52.212-1	INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS	JAN/2004
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(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;

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(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical

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standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--\

GSA Federal Supply Service Specifications Section
Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179
Facsmilie (215) 697-1462

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained-

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(1) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance

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information on the debriefed offeror.

- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

[End of Provision]

4

52.212-3

OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (Alt I dated Apr 2002)

JAN/2004

(a) Definitions. As used in this provision:

Emerging small business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service--disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer identification number (TIN)

- ☐ TIN:_____
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal government;

(4) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____

(5) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent:
- ☐ Name and TIN of common parent:
 Name_____
 TIN_____

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is ☐ is not a small business concern.

(2) Veteran-owned small business concern. Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision. The offeror represents as part of its offer that it (check one) ☐ is ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision. The offeror represents as part of its offer that it (check one) ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision. The offeror represents that it ☐ is ☐ is not a women-owned small business concern.

Name of Offeror or Contractor:

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than a small business concern). Complete only if the offeror is a woman-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision. The offeror represents that it ☐ is ☐ is not a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs). The offeror represents as part of its offer that it ☐ is ☐ is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

<u>Number of Employees</u>	<u>Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either-

- (A) It ☐ is ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
- (B) It ☐ has ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

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(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ☐ is ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:

- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ☐ has ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has ☐ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ☐ has developed and has on file ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act - Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products: [List as necessary.]

LINE ITEM NO.: _____ COUNTRY OF ORIGIN: _____

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(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements Israeli Trade Act -- Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act.

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade":
FTA Country or Israeli End Products: [List as necessary]

LINE ITEM NO.:_____ COUNTRY OF ORIGIN:_____

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act" The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. Other Foreign End Products: [List as necessary]

LINE ITEM NO.:_____ COUNTRY OF ORIGIN:_____

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision: (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Canadian End Products

LINE ITEM NO.: [List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "'Buy American Act--Free Trade Agreements--Israeli Trade Act'": [List as necessary] Canadian or Israeli End Products

LINE ITEM NO.:_____ COUNTRY OF ORIGIN:_____

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "'Trade Agreements.'"

(ii) The offeror shall list as other end products those end products that are not U.S -made, designated country, Caribbean Basin country, or FTA country end products.Other End Products [List as necessary]

LINE ITEM NO.:_____ COUNTRY OF ORIGIN:_____

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that

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the offeror and/or any of its principals--

(1) [] Are [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) [] Have [] have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) [] Are [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product: _____
Listed Countries of Origin: _____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

[End of Provision]

5 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (ALTERNATE I, OCT 1998) OCT/1998

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

____ (i) () It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration; or

____(ii) () It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

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(2) ()_For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(3) Address. The offeror represents that its address () is,
() is not
in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at:

<http://www.arnet.gov/References/sdbadjustments.htm>

The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administrations register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

6 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS NOV/1995

(a) Definitions.
As used in this clause--

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.
By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it--

_____Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

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_____Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

7	252.223-7001	HAZARD WARNING LABELS	DEC/1991
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(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert <u>None</u> .)	ACT
--	-----

_____	_____
_____	_____
_____	_____

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

[End of Provision]

8	52.204-4007	OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE (TACOM)	MAR/2001
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(a) If you have a data fax number, please provide it below.

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

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(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website:
http://www.ccr2000.com/

[End of Provision]

9 52.212-4003 ALL OR NONE--COMMERCIAL ITEM ACQUISITION SEP/1996
(TACOM)
This provision serves as an addendum that modifies paragraph (h) of FAR 52.212-1, entitled INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS. Paragraph (h) is modified to say that you must offer to provide the total quantity of the items in this solicitation. ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION. OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL NOT BE CONSIDERED FOR AWARD

10 52.215-4010 AUTHORIZED NEGOTIATORS JAN/1998
(TACOM)

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

<u>NAME</u>	<u>TITLE</u>	<u>TELEPHONE NUMBER</u>
_____	_____	_____
_____	_____	_____

[End of Provision]

11 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002
(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.
[End of provision]

12 52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) DEC/1993
(TACOM)

(a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:

 (i) chlorofluorocarbon-11 (CFC-11)
 (ii) chlorofluorocarbon-12 (CFC-12)
 (iii) chlorofluorocarbon-13 (CFC-13)

Name of Offeror or Contractor:

- (iv)

chlorofluorocarbon-111 (CFC-111)
- (v)

chlorofluorocarbon-112 (CFC-112)
- (vi)

chlorofluorocarbon-113 (CFC-113)
- (vii)

chlorofluorocarbon-114 (CFC-114)
- (viii)

chlorofluorocarbon-115 (CFC-115)
- (ix)

chlorofluorocarbon-211 (CFC-211)
- (x)

chlorofluorocarbon-212 (CFC-212)
- (xi)

chlorofluorocarbon-213 (CFC-213)
- (xii)

chlorofluorocarbon-214 (CFC-214)
- (xiii)

chlorofluorocarbon-215 (CFC-215)
- (xiv)

chlorofluorocarbon-216 (CFC-216)
- (xv)

chlorofluorocarbon-217 (CFC-217)
- (xvi)

halon-1211
- (xvii)

halon-1301
- (xviii)

halon-2402
- (xix)

carbon tetrachloride
- (xx)

methyl chloroform
- (xxi)

Methyl bromide
- (xxii)

hydrobromofluorocarbons (HBFCs)
- (xxiii)

All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.

(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

- (1)

During our review of the specification or technical data package in this solicitation, we--
- []

have

[]

have not

found any direct requirements to use any CIODS. (If have is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>

- (2)

Further, in our review of the specification or technical data package in this solicitation, we--
- []

have

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Name of Offeror or Contractor:

[] have not

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
_____	_____	_____

(e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.

(f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:

--One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.

--The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

[End of Provision]

13 52.233-4000 NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM MAY/2000
(TACOM)

(a) At the Tank-automotive and Armaments Command (TACOM) we have an ombudsperson office, which builds an extra communication avenue that our contractors can use.

(b) If you think that this solicitation contains inappropriate requirements, needs streamlining, or should be changed, you should first contact the buyer or the Procuring Contracting Officer (PCO).

(c) The buyer's name and phone number are on the cover page (SF 1449) of this solicitation in block number 7.

(d) If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsperson's Office. Our Ombudsperson is Ms. LaRuth Shepherd. Her address, e-mail and phone number are:

U.S. Army TACOM
AMSTA-AQ-C (Ms. Shepherd)
MAIL STOP 309
Warren, MI 48397-5000

shepher1@tacom.army.mil

(586) 574-6597 or 6547

(e) If you contact Ms. Shepherd, please provide her with the following information:

- i. TACOM solicitation number;
- ii. Name of PCO;
- iii. Problem description;
- iv. Summary of your discussions with the buyer/PCO.

(f) Another avenue you can use, if you wish to protest some feature of this acquisition, is to protest to TACOM's headquarters, the Army Materiel Command. The AMC-level protest program encourages interested parties to seek resolution of their concerns within AMC

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as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during an AMC-level protest to the same extent, and within the same time periods, as would apply to a protest filed with the GAO. The AMC program has a goal of resolving protests within 20 working days from the date of filing. To be timely, AMC-level protests must be filed within the periods specified in subpart 33.103 of the Federal Acquisition Regulation.

(g) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Road, Rm 2-1SE3401
Ft. Belvoir, VA 22060

Fax number: (703) 806-8866/8875

If you have a web-browser, you can use the following HTTP to view the complete AMC-level protest procedures:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

(end of clause)

14	52.246-4037	COMMERCIAL WARRANTY INFORMATION	OCT/1996
	(TACOM)		

(a) If the items you are offering us normally are provided with a warranty when sold to other customers, we expect the same warranty coverage if we award you a contract as a result of this solicitation. In that event we will need the details of your warranty, so we'd like some warranty information as part of your response to the solicitation. You may do so either by attaching a standard brochure or information sheet, or by filling out the following. If you are providing warranty data in the form of a brochure or information sheet, please check the following box, and then fill in additional information below only to the extent that it isn't already covered in the material you are attaching.

() Warranty data is covered in attached information sheet, entitled: _____

(b) Please tell us about your warranty:

(1) How long is the warranty period? (If you do not give a warranty on the item you are offering us in this bid or proposal, just enter NONE, and then skip to paragraph (6) below.)

(2) Does the warranty run strictly in terms of time after the sale, or does it also expire based upon usage of the item (for example, after X hours of operation, or after Y miles driven)?

(3) What does the warranty cover? Does it cover all failures in the item during the warranty period, or are there exclusions?

Does the warranty cover replacement parts only, or is labor included as well?

(4) How does the warranty start? Does it begin automatically, after acceptance by the customer, or must the customer submit a card or other documentation to begin the warranty coverage?

(5) Do you have any methodology for delayed start of the warranty period (such as if TACOM buys the items and stores them for three months before issuing them to the field users)?

(6) Is 100% of the warranty coverage provided by you, or are any components covered by pass-through warranties from their manufacturers, which might require us as a customer to deal directly with someone other than you on a warranty claim?

() No pass-through warranties will apply: all warranty coverage is provided and administered by us.

() Yes, pass-through warranties will apply, on the following, which would require warranty claims to be submitted directly to another company on these items:

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COMPONENT/SUBSYSTEM	WARRANTY DURATION
---------------------	-------------------

(7) Where do customers make a claim against the warranty? Must a claim be filed in a central location first, or can the defective item be taken to any authorized dealer? If the latter, who are the authorized dealers?

(8) When making a claim, how must we identify the item as being within the warranty period? (This concerns us because the field users of this equipment work at geographically dispersed sites, where proof of purchase will not be available.)

(9) What circumstances, if any, will void the warranty?

(10) Is an extended warranty available?
 () Yes
 () No

If an extended warranty is available, what is the cost of the extra coverage, and what are its terms?

K-15 ELECTRONIC OFFERS REQUIRED - COMMERCIAL ITEMS

NOTE: IN ADDITION TO THIS CLAUSE, PAY SPECIAL ATTENTION TO L.1 PROPOSAL INSTRUCTIONS, FORMAT AND CONTENT

(a) You must submit your offer via paperless electronic media (See Paragraph (b) below.). , Offers submitted in paper form are unacceptable. You must submit your electronic offer, and any supplemental information (such as spreadsheets, backup data, and technical information), using any of the following electronic formats:

(1) Files readable using these Office XP or Microsoft* 2002 Office Products (TACOM can currently read OFFICE 2002* and lower.): Word, Excel, Powerpoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files are unacceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to a minimum of 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic offer and be accessible offline.

NOTE (Compression): NO FILES may be submitted in compressed form using Winzip*, or an other self-extracting files. These are temporarily not acceptable due to computer worm/virus problems.

NOTE (Hyperlinks): Documents [submitted using any of the above formats] must not contain active links (hyperlinks) to any other documents that are not contained in the proposal. This includes links to live Internet web sites or web pages. All linked information must be contained within your electronic offer and be accessible offline.

NOTE (Macros): The virus scanning software used by our email systems cannot always distinguish a macro from a virus. Therefore, sending a macro embedded in an email message or an email attachment may cause the email offer to be quarantined. In that event subparagraphs (f) and (g) apply.

(b) Acceptable media: E-MAIL ONLY. The only method to submit your offer is via e-mail, address your offer to offers@tacom.army.mil. DO NOT E-MAIL OFFERS TO THE BUYER. THE SUBJECT LINE OF THE E-MAIL MUST READ: "OFFER--[solicitation number], [name of Company/offeror], CLOSES [closing date]" etc. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. You may use multiple e-mail messages for each offer/submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".

(c) Lateness rules for submissions are outlined in FAR 52.212-1, "Instructions to Offerors--Commercial Items", listed in Section K of this solicitation. Pay particular attention to paragraph (f) of that clause as it relates to the timing of e-mail submissions.

(d) Security Note: If you choose to password-protect access to your offer, you must provide the password to TACOM at least ten days prior to submitting the protected file. Contact the buyer to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.

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(e) Electronic e-mail offers must include, as a minimum:

(1) The SF1449 cover sheet filled out. SIGNATURE: per (b)(1) above, this SF1449 cover sheet must be signed and included electronically. The E-mailed offer must also include a signed SF1449 cover sheet that can be scanned. If scanned, attach it to your e-mail offer (or first e-mail message if you are sending multiple e-mails due to length).

(2) All applicable fill-in provisions from Sections A, B, and K of this solicitation. You may find Word versions of Section K provisions requiring your fill-in on our TACOM Business Opportunities webpage (<http://contracting.tacom.army.mil/mastersol/sectionk.htm>). You can fill them in and attach them to your offer. See the solicitation for which provisions are required. Also, Section E provisions filled in (if applicable): Inspection Point: DESTINATION TACOM clause 52.246-4028. All applicable fill-ins must be completed and submitted by the offeror.

(3) ATTACHMENT 1 - This file, which is inclusive of the specifications and questionnaires, must be kept in it's original file format in WORD when sent as part of your e-mail offer. Offerers are specifically instructed not to convert it to a PDF file for file size and legibility considerations.

(4) A statement of agreement to all the terms, conditions, and provisions of this solicitation.

(5) Any other information required by the solicitation.

(6) When sending your email package, you must acknowledge and sign the first page of the SF1449 for all amendments to this solicitation

(f) Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

(g) Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph (f) above.

*Registered trademark

[End of Provision]

*** END OF NARRATIVE K 001 ***

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INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.214-6	EXPLANATION TO PROSPECTIVE BIDDERS	APR/1984
Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders. (End of provision)			

SECTION L

L.1 Proposal Instructions, Format and Content.

L.1.1.1 Proposal Instructions. The proposal should be accompanied by an electronic cover letter (letter of transmittal) which will be the body of the email response to this solicitation, to identify all enclosures being transmitted in the message. Extreme care and attention should be given to ensure that all required items are included in the proposal. In accordance with FAR 52.215-1, the Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore the Offerors initial proposal should contain the Offerors best terms from a technical, delivery, and price standpoint. However the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

L.1.1.2 Proposal Format. The proposal shall be submitted in the formats and quantities set forth in this section. The solicitation section "Evaluation Methodology" sets forth evaluation criteria and their relative order of importance to the Government. All proposals shall be in English (American Standard) and shall be in US dollars. Each section of the proposal shall be separable by volume (see L.2.2 below) to facilitate review by the Government.

L.1.2 Submission Due Dates. See SF 1449, Block 8. All times are Eastern Standard Time (EST). Anticipated award date is approximately late July 2004.

L.1.3 Lateness. The lateness rules for submitted proposals are outlined in FAR 52.212-1 "Instructions to Offerors-Commercial Items," incorporated in to this solicitation.

L.1.4 Electronic Copies.

L.1.4.1 Offerors must submit one electronic copy and any supplemental information (such as spreadsheets, backup data, and technical information) using the following:

(i) Files in either Microsoft Office 2000 or Office XP: Word, Excel, or PowerPoint. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.

(ii) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

(iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within the electronic offer and be accessible offline.

(iv) Each proposal volume shall be submitted together within the same file.

L.1.4.2 Acceptable Media. The Offeror must submit the electronic copies of the offer via electronic mail to offers@tacom.army.mil. Offerors shall name the email subject line with the solicitation number and closing date: example "W56HZV-04-R-SXXX DUE 5-XX-04". The Offeror's name, address and contact phone number shall be in the body of the message.

L.1.4.4 Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers:

"(c) If any portion of a proposal received by the contracting officer electronically or by facsimile is unreadable, the contracting officer immediately shall notify the Offeror and permit the Offeror to resubmit the unreadable portion of the proposal. The method and time for resubmission shall be prescribed by the contracting officer after consultation with the Offeror, and documented in the file. The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness under 15.208 <<http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/15.htm>>(a), provided the Offeror complies with the time and format requirements for resubmission prescribed by the contracting officer."

L.1.4.5 Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which

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reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph L.1.5.5 above.

L.1.5 Paper Copies. Paper copies of offers will not be accepted.

L.1.6 Proposals shall conform to the requirements of this solicitation; no alternate proposals will be considered in this procurement.

L.2 Proposal Content.

L.2.1 Proposal content shall be in accordance with the following instructions.

L.2.2 The Offerors shall submit their proposals electronically in five Volumes, as follows:

- Volume I - Technical Area
- Volume II - Delivery Area
- Volume III - Small Business Participation Area
- Volume IV - Price Area
- Volume V - Contract

L.2.2.1 Volume I - Technical Area

L.2.2.1.1 Offerors shall clearly establish conformance with all technical requirements (Attachment 1, Contract Specifications) through the data and information which they submit with their proposal. Offerors shall establish conformance by submitting the following information.

L.2.2.1.1.1 Offerors shall fill in the Technical Information Questionnaire (TIQ) found in Attachment 2, "Technical Information Questionnaire", for the item of equipment identified in "Schedule of Supplies/Services". Failure to provide any of the information required by Attachment 2 may render your proposal ineligible for award. In addition to completing the TIQ, Offerors shall electronically submit available commercial literature, and may electronically submit additional technical information, commercial literature, or other supporting data which demonstrates that their product meets the contract specification requirements (Attachment 1).

L.2.2.2 Volume II - Delivery Area

L.2.2.2.1 The Offerors Delivery Area proposal shall be submitted through completion of the solicitations Attachment 3, "Delivery Questionnaire" (along with the Offeror furnishing any supporting information specified in the Delivery Questionnaire). The offeror's proposed schedule shall be inserted in Section B. In addition to the Offerors proposed delivery schedule, completion of the Delivery Questionnaire will require the offeror to provide substantiating information which confirms the achievability of the Offerors proposed schedule. Additionally, the Delivery Questionnaire requires the offeror to identify Points of Contact to permit the Government to verify certain proposal information. These Points of Contact must speak English and must be readily available to be reached by telephone or by e-mail upon receipt by the Government of proposals. In the event the Government cannot contact these Points of Contact, or if the Points of Contact do not speak English, any Delivery Area proposal assertions made by the Offeror which cannot be validated will be considered to lack credibility and the Offerors proposal will be assessed accordingly.

L.2.2.3 Volume III Small Business Participation Area

1. This provision applies to every Offeror (U.S. and non-U.S.), regardless of size-status or location of its manufacturing facility or headquarters.

2. All Offerors, including Offerors who are either 1) themselves U.S. small business concerns based on the North American Industry Classification System (NAICS) code assigned to this requirement or 2) non-U.S. based foreign firms, are to identify the extent to which U.S. small business concerns would be utilized as first-tier subcontractors in the performance of the proposed contract. U.S. small business concerns are defined 1) in FAR 19.001 and 2) by the criteria and size standards in FAR 19.102 for the applicable NAICS code. U.S. small business concerns include: Small Businesses (SBs), Small Disadvantaged Businesses (SDBs), HUBZone Small Businesses (HUBZone SBs), Woman-Owned Small Businesses (WOSBs), Veteran-Owned Small Businesses (VOSBs), Service-Disabled Veteran-Owned Small Businesses (SDVOSBs), and Historically Black Colleges/Universities and Minority Institutions (HBCU/MIs). Also included in the definition of Small Businesses in this acquisition are subcontracts to Coalition Partner Companies (including Iraqi owned and Iraqi woman owned companies) and Force-Contributing Nation Companies (CFC and FCNC).

3. All Offerors shall provide information required for evaluation of this area as required by Attachment 5, "Small Business Participation Questionnaire."

4. All Offerors shall provide the names of small business concerns, including the prime offeror if a small business concern, who would participate in the proposed contract, the small business classification of each small business concern (i.e., SB, SDB, WOSB, VOSB, SDVOSB, HUBZoneSB, HBCU/MI), type of supply and service, and the total estimated dollars for their subcontract, substantially in the format that follows:

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Base Year

Name of Small Business Concern	Small Business Classification(s)	Supply or Service	Total U.S. Dollars
--------------------------------	----------------------------------	-------------------	--------------------

Example:

Name of Small Business Concern	Small Business Classification(s)	Supply or Service	Total U.S. Dollars
ABC, Inc.	SB	transmission	\$10,000
EFG, Inc.	SDB	packaging	\$ 5,000
XYZ Co	SB	chassis	\$100,000

(Prime Offeror)

5. Offerors who ARE either 1) a U.S. large business, as defined by the NAICS code applicable to this solicitation, or 2) a firm who has previously performed a U.S. Government contract containing FAR 52.219-9 are to provide a description of their performance in complying with the requirements of FAR 52.219-9, including documentation of their accomplishment of the goals established under Subcontracting Plans of prior contracts. This data shall include only contracts performed over the last three calendar years. Firms which have never held a U.S. Government contract incorporating FAR 52.219-9 shall so state.

6. All Offerors who ARE NOT either 1) a U.S. large business, as defined by the NAICS applicable to this solicitation, or 2) any firm who has previously performed a U.S. Government contract containing FAR 52.219-9, shall substantiate their proposed approach to meeting the requirements of FAR 52.219-8. Substantiation may include providing 1) a description of the Offerors performance, over the past three calendar years, in complying with the requirements of FAR 52.219-8 (Note: if the Offeror has not performed a contract over the past three years which included FAR 52.219-8, the Offeror shall so state), 2) a description and available documentation of any methods or techniques used to promote U.S. small business participation, 3) any listings of U.S. small business concerns who are subcontracting candidates, 4) the internal procedures used to monitor small business participation during contract performance, and/or 5) any other information substantiating that the Offeror will satisfy the requirements of FAR 52.219-8.

L.2.2.4 Volume IV - Price Area

L.2.2.4.1 The Price Area shall clearly identify the proposed unit prices for the CLIN 1231 estimated quantity and the CLIN 1232 estimated quantity, and for the CLIN 2001AA manuals.

L.2.2.4.2 The Offerors shall submit pricing information for evaluation of realism and reasonableness by completing the form located at Attachment 6, "Pricing Questionnaire", and submitting in its electronic Volume IV.

a. All prices shall be stated in U.S. dollars only. All prices shall include all costs to perform the contract including any applicable taxes, duties, fees, security until US Government acceptance, transportation costs, etc. No currency adjustment provisions will be contained in any resulting contract.

b. Also provide the basis for establishing the proposed prices, including any offered discounts, established catalogs, price lists, or other verifiable and established records that are regularly maintained by the vendor, and are published or otherwise available for customer inspection. The Government reserves the right, as clarifications under FAR 15.306(a), to request additional information necessary to make a determination of price reasonableness.

L.2.2.5 Volume V - Contract

L.2.2.5.1 In Volume V, All Offerors shall submit

a. Electronic copies of their signed SF 1449. The SF 1449 shall include all sections of the solicitation, including the "Schedule of Supplies/Services" with completed prices and their proposed delivery schedule (see RFP section Delivery Schedule for Delivery Orders 52.242-4457).

b. Offerors, except for U.S. small business concerns, shall submit their Small Business Subcontracting Plan, in accordance with FAR 52.219-9.

c. Representations and Certifications

d. Unless otherwise specifically stated in the Contract Volume, the Government will assume the offeror has accepted all RFP requirements, terms and conditions. (Note: Offerors are cautioned that including exceptions in their offer may result in the offer being made ineligible for award, particularly given that it is the intent of the Government to award without discussions).

L.2.3 Restriction on Disclosure of Data.

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If the Offeror wishes to restrict the disclosure or use of its proposal, the legend permitted by FAR 52.215-1(e) shall be used. Per FAR 52.215-1, found within the provision "Instructions to Offerors-Competitive Acquisition",

Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall -

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Governments right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

Individual subcontractor/vendor proprietary information may be submitted via separate binders/CDs. The information contained in these binders/CDs must be referenced (by binder title, page, and section number as appropriate) within the main proposal where the information would have been included if it were not subcontractor/vendor proprietary. The information in these separate binders/CDs is subject to all other requirements of the RFP and must be well marked to clearly indicate any special handling instructions.

L.3 Dealerships for Support

In accordance with the Work Scope section of the RFP which requires the contractor to have a known dealer within the non-terrorist countries of the Southwest Asian region to satisfy basic upkeep of the vehicles, including warranty support, spare and repair part support, routine maintenance, and other services excluding major repair work, all Offerors shall identify the name and location, address, phone number, e-mail address, and a Point of Contact for the dealer who will provide this support. Note: the Point of Contact must be able to communicate in English in the event the Government elects to contact them to confirm your claim that they will be your dealer for this contract. This will be a consideration under the Technical Area, as an acceptable/not acceptable item, and will be addressed in the evaluation of that Area.

L.4 Type of Contract

The Government contemplates award of a Firm-Fixed Price 2-Year Indefinite Delivery/Indefinite Quantity Contract resulting from this solicitation.

*** END OF NARRATIVE L 001 ***

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EVALUATION FACTORS FOR AWARD

SECTION M

M.1 Source Selection Process

Source Selection Authority. The Source Selection Authority (SSA) is the official designated to direct the source selection process and select the offeror for the contract award.

Source Selection Evaluation Board (SSEB). An SSEB has been established by the Government to evaluate proposals in response to this solicitation. The SSEB is comprised of technically qualified individuals who have been selected to conduct this evaluation in accordance with the evaluation criteria listed for this solicitation. Careful, full, and impartial consideration will be given to all proposals received pursuant to this solicitation.

Two-step Evaluation Process. The evaluation of proposals in response to this solicitation is structured in two phases. Phase I is an evaluation of the offeror's technical proposal. This evaluation will be on an acceptable/not acceptable basis. Any offeror's proposal assessed as not acceptable in Phase I will no longer be considered for award.

Under Phase II of the evaluation process, those proposals found acceptable under the Phase I evaluation, will be evaluated using a trade off process to determine which proposal provides the most advantageous proposal.

The Government intends to award a contract without discussions, but reserves the right to hold discussions, if necessary. Where award will be made without discussions, exchanges with offerors are limited to Clarifications as defined in FAR 15.306(a). Therefore, the offeror's initial proposal should contain the offeror's best terms from a technical, delivery and price standpoint.

The anticipated award date is late July 2004.

M.2 Evaluation Methodology

a. Phase I Evaluation.

Technical Area. Phase I will be an acceptable/not acceptable evaluation of the Technical proposal meeting the contract specification (Attachment 1). The determination of "acceptable" will be based on an evaluation of the technical proposal against the following definition:

An "Acceptable" Technical proposal is a proposal where there is essentially no doubt, based on the offeror's proposal, that the offered supplies will meet each of the specification requirements. This assessment will be performed using the information contained in the Technical Information Questionnaire, as well other information supplied by the offeror to support conformance of the supplies to each specification requirement.(e.g. commercial literature, vendor data, narrative descriptions of conformation to specification requirements, test data, etc).

NOTE: Technical performance beyond the minimum acceptable, as defined above, will not be given extra evaluation credit.

Under the Technical Area evaluation, the Government will also assess the Offeror's proposal to have a dealer available to support the hardware being delivered. This will be done on an acceptable/not acceptable basis, and will be based upon the information provided by the Offeror. To be acceptable, the Offeror's submitted information must demonstrate the availability of a dealer meeting the requirement stated in the RFP/Contract Work Statement.

b. Phase II Evaluation.

Phase II of the evaluation is a best value process utilizing source selection trade-off procedures, to select the most advantageous offer from among those Phase I proposals assessed as acceptable. Under Phase II, the SSA will weigh the merits in the Delivery Area and the Small Business Participation Area against the evaluated price to the Government to determine which proposal, in the SSA's judgment, represents the best value. The Technical Area proposal will not be considered in the Phase II best value award decision. As part of the trade-off determination of best value, the relative advantages, disadvantages, and risks of each proposal will be considered.

The Delivery Area is more important than the Price Area. The Price Area is significantly more important than the Small Business Participation Area. The Delivery Area and the Small Business Area combined are significantly more important than the Price Area.

Delivery Area. The Delivery Area will assess the extent to which contract hardware deliveries satisfy the solicitation's objective delivery schedule for the guaranteed minimum quantity of IDIQ contract deliverables (the guaranteed minimum quantity is identified in the Schedule Section of the RFP). For the purpose of this RFP, the objective delivery date for the guaranteed minimum IDIQ quantity is 30 September 2004. The "objective delivery date" is defined in paragraph (c)(9) of the Executive Summary. The Delivery Area evaluation will be performed using the information provided in the Delivery Questionnaire and any other validation information gathered by the

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Government.

Small Business Participation Area. This provision applies to every Offeror (U.S. and non-U.S.), regardless of size-status or location of its manufacturing facility or headquarters.

The Government will evaluate the extent of small business concern participation in terms of the percentage of total subcontracted dollars which the Offeror credibly proposes to subcontract to U.S. small business concerns (Small Business, Small Disadvantaged Business, Woman-Owned Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, HUBZone Small Business and/or Historically Black Colleges and Universities/Minority Institutions), Coalition Partner Companies, and Force Contributing Nation Companies in the performance of this contract. See Attachment 6, Small Business Participation Evaluation.

The evaluation will include the following:

1. The extent to which the proposal identifies participation of small business concerns. The extent of participation of such concerns shall be evaluated in terms of the percentage of the total subcontract amount.

2. An assessment of the probability that the Offeror will satisfy the requirements of FAR 52.219-8 and FAR 52.219-9 and achieve the levels of Small Business Participation identified in the proposal. This assessment will be based upon both:

- a. A proposal risk assessment of the Offeror proposed Small Business Participation Approach; and
- b. A performance risk assessment of prior achievements in satisfying commitments and requirements under FAR 52.219-8 and FAR 52.219-9, if applicable.

3. Offerors are advised that they will be evaluated under the Small Business Participation Area based upon the risk and extent of the Offeror credibly achieving the Government's goals for small business concern participation .

The statutory U.S. Government goals for small business participation are:

- 23% Small Business
- 5% Small Disadvantaged Business
- 5% Woman-Owned SB
- 3% HUBZone SB
- 3% Service Disabled Veteran-Owned SB

Goals for evaluation include:

- *Small business concern participation (including all subcategories of small business concerns) of 10% or more; and
- *U.S. small disadvantaged business concern participation of 2.2% or more.

Price Area. The Price Area will be assessed based upon total evaluated price to the Government to include an assessment of price reasonableness, realism and affordability to the Government. Realism measures "does the proposal price accurately reflect the offeror's approach in meeting the solicitation requirements and objectives, as well as an expectation that the solicitation requirements and objectives will be met at a price that will not result in a net loss to the offeror?". Reasonableness exists when the offered price does not exceed what would be incurred by a prudent person in the conduct of competitive business. The Government may reject a proposal which is not realistic, or not reasonable, as to price.

All vehicles items will be inspection and acceptance FOB Destination.

The total evaluated price for each respective CLIN will equal the CLIN Price multiplied by the total estimated quantity for the two Ordering Periods offered. The Total Evaluated Price equals the sum of the individual Ordering Periods plus the total price of CLIN 2001AA.

Contract Price can also play a role in the Government's evaluation of the affordability of an Offeror's proposal. An Offeror may not receive an award if its proposal is unaffordable.

M.3 Per FAR Subpart 9.1, contracts will be placed only with Contractors that the Contracting Officer determines to be responsible (that is, they meet the standards in FAR 9.104). The PCO may request/require a Pre-Award Survey to help ensure that a selected Contractor is responsible.

M.4 Rejection of Offers

The Government may reject any proposal which:

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1. Merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to comply with the RFP terms without support and elaboration, as specified in the solicitation; or
2. Reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform RFP requirements due to submission of a proposal that is unrealistically high or low in price and/or unrealistic in terms of technical or schedule commitments; or
3. Contains any unexplained, significant inconsistency between the proposed effort and the proposed price, which implies the Offeror has (1) an inherent misunderstanding of the scope of work, or (2) an inability to perform the resultant contract; or
4. An offer that is unbalanced, as to prices. An unbalanced offer is one, which is based on prices significantly high or low for one given ordering period versus another ordering period; or
5. Fails to meaningfully respond to the Proposal Preparation Instructions specified in the solicitation.

*** END OF NARRATIVE M 001 ***